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1911.

THE INCORPORATED HOUSE OF EDUCATION.

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MEMORANDUM of ASSOCIATION.

Gordon, Hunter & Duncan,
BRADFORD.

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THE COMPANIES (CONSOLIDATION) ACT, 1908.

ASSOCIATION NOT FOR PROFIT.

MEMORANDUM of ASSOCIATION

-- of --

THE INCORPORATED HOUSE OF EDUCATION.

1. The name of the Association is "The Incorporated House of Education".
2. The registered office of the Association will be situate in England.
3. The objects for which the Association is established are:-

(a) To carry on at Ambleside in the County of Westmoreland or elsewhere the system of educational training hitherto carried on by Miss C.M. Mason at Ambleside aforesaid under the name of "The House of Education" and for that purpose to take over the property buildings and assets now used for or in connection with the said establishment subject to all existing liabilities.

(b) To maintain the said "House of Education" as

a secondary training College designed to provide:

(1) governesses for private families and (2) mistresses in any schools prepared to conform to the views briefly sketched by the said ^{Miss} C.M. Mason in her "Short Synopsis" and more fully set forth by her in the five volumes of "Home Education" a series of educational handbooks published by Messrs. Kegan Paul & Co.

(c) To take over the business conducted by the said Miss C.M. Mason under the name of "The Parents Union School" at Ambleside aforesaid and to carry on the same.

(d) To take over the copyrights in the 15 volumes of the Works of the said Miss C.M. Mason published by the said Messrs. Kegan Paul & Co. together with all copies of such works now in their possession.

(e) To carry on the business of printing publishing selling and otherwise dealing with books and other publications.

(f) To provide board lodging and attendance and all other necessities and conveniences for students attending the course of training provided by the Association and to afford such students facilities for study research and cultivation.

(g) To endeavour as far as possible to obtain

situations as governesses or schoolmistresses for meritorious students who have gone through the course of training provided by the Association.

(b) If thought desirable, to found scholarships, exhibitions, and prizes, and to assist needy and deserving students by loans or otherwise or by affording them all or any of the advantages afforded by the Association or other similar establishments either gratuitously or on reduced terms.

(i) To affiliate the Association, if thought desirable, with any University, College, or Association

(j) To purchase, rent, or otherwise acquire land, buildings, furniture, books, apparatus, and other property real or personal for carrying on the work of the Association and to build or alter existing buildings as may be deemed desirable.

(k) To sell, let, or dispose from time to time of any land, buildings or other property of the Association not required for the purposes aforesaid.

(l) To borrow or raise money or to secure money due at interest upon banking account or otherwise, by the issue of or upon Bonds, Debentures, Mortgages, Bills of Exchange, Promissory Notes, or other obligations of the Association or otherwise and charged or not charged upon the whole or any part of the property and assets of the Association.

(m) To do all such other things as are incidental or conducive to the attainment of the above objects. Provided that the Association shall not support with its funds ^{or} ~~endeavours~~ to impose on or procure to be observed by its members or others any regulation, restriction or condition which if an object of the Association would make it a Trade Union. Provided also that in case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners or Board of Education for England and Wales, the Association shall not sell, mortgage, charge, or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Managers or Trustees of the Association shall be chargeable for such property as may come into their hands, and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Managers or Trustees have been if no incorporation had been effected; and the incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division, the Charity Commissioners of the Board of Education over such Managers or Trustees, but they shall, as regards any

such property, be subject jointly and separately to such control and authority as if the Association were not incorporated. In case the Association shall take or hold any property which may be subject to any trusts the Association shall only deal with the same in such manner as allowed by law having regard to such trusts.

4. The income and property of the Association whencesoever derived, shall be applied solely towards the promotion of the objects of the Association; ^{as set forth in this Memorandum of Association} and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend bonus, or otherwise howsoever by way of profit to the members of the Association.

Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer professor lecturers teachers or servant of the Association in return for any services actually rendered to the Association, nor prevent the payment of interest at a rate not exceeding 25 per cent per annum on money lent or reasonable and proper rent for premises demised or let by any member to the Association; but so that no member of the Council of Management or Governing Body of the Association shall be appointed to any salaried office of the Association, or any office of the Association paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Association to any member of such Council or Governing Body except repayment

of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Association; provided that the provision last aforesaid shall not apply to any payment to any railway gas, electric lighting, water, cable, or telephone company of which a member of the Council of Management or Governing Body may be a member or any other company in which such member shall not hold more than one-hundredth part of the capital, and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.

5. The fourth paragraph of this Memorandum is a condition on which a licence is granted by the Board of Trade to the Association in pursuance of Section 20 of the Companies (Consolidation) Act 1908.

6. The liability of the members is limited.

7. Every member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up during the time that he is a member, or within one year afterwards, for payment of the debts and liabilities of the Association contracted before the time at which he ceases to be a member, and of the costs, charges, and expenses of winding up the same, and for the adjustment of the rights of the contributories amongst themselves, such an amount as may be required not exceeding £

8. If upon the winding up or dissolution of the Association there remains, after the satisfaction of all ^{its} debts

and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some other Institution or institutions, having objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Association under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Association at or before the time of dissolution, or in default thereof by such judge of the High Court of Justice as may have or acquire jurisdiction in the matter, and if and so far as effect cannot be given to the aforesaid provision then to some charitable object.

9. True accounts shall be kept of the sums of money received and expended by the Association, and the matter in ~~which~~ respect of which such receipts and expenditure take place, and of the property, credits, and liabilities of the Association; and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Association for the time being, shall be open to the inspection of the members. Once at least in every² year the accounts of the Association shall be examined, and the correctness of the balance-sheet ascertained by one or more properly ~~qualified~~ qualified auditor or auditors.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into an Association

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in pursuance of this Memorandum of Association.

NAMES, ADDRESSES & DESCRIPTION OF SUBSCRIBERS

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- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

DATED

day of

19 .

WITNESS the above signatures.

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THE INCORPORATED HOUSE OF EDUCATION.

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ARTICLES of ASSOCIATION

Gordon, Hunter & Duncan,

BRADFORD.

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THE COMPANIES (CONSOLIDATION) ACT, 1908.

ASSOCIATION NOT FOR PROFIT.

ARTICLES of ASSOCIATION

-- of --

THE INCORPORATED HOUSE OF EDUCATION.

1. The following shall be Articles of the Association.

The Articles shall bind the Association and the Members thereof

to the same extent as if each member had subscribed his name

and affixed his seal thereto and there were in such Articles

contained a covenant on the part of the member himself his

heirs executors and administrators to conform to all the

regulations contained in such Articles subject to the

provisions of the Companies (Consolidation) Act, 1908.

INTERPRETATION OF ARTICLES.

2. In these Articles, unless the context otherwise

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requires:-

"The Association" means "The Incorporated House of Education"

"The Council" means the Council of the Association.

"Articles" means the Articles of Association of the Association as originally framed or as altered by special resolution.

"Month" means a calendar month.

"Writing" includes typewriting, printing and lithography.

Words importing the singular number include the plural, and

vice versa:

Words importing the masculine gender include the feminine:

Words importing persons include corporations:

Words defined in the Companies (Consolidation) Act 1908, or

any amendment thereof shall have the meaning there given.

NUMBER OF MEMBERS.

3. For the purpose of registration, the number of the members of the Association is declared not to exceed (one hundred).

4. (3) The Council may whenever the business of the Association requires it, register an increase of members.

OBJECTS OF THE ASSOCIATION.

5. The Association is established for the purposes expressed in the Memorandum of Association.

ADOPTION OF PRELIMINARY AGREEMENT.

6. The Council shall forthwith in the name and on behalf of the Association enter into an agreement with the said Miss C.M. Mason for the acquisition by the Association upon such terms as the Council shall deem fair and proper of the following properties:- (1) the land at present used for the purposes of "The House of Education" at Ambleside aforesaid together with the buildings erected thereon and the appurtenances belonging thereto, and all other the property and assets now used for the purposes of the said establishment (2) the interest of the said Miss C.M. Mason in the business conducted by her under the name of "The Parents Union School" at Ambleside aforesaid;

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and (3) the copyrights in the 15 volumes of the works of the said Miss C.M. Mason published by the said Messrs. Kegan Paul & Co. together with all copies of such works now in their possession.

CONSTITUTION OF THE ASSOCIATION

7. The Association shall consist of a Council and Members

THE COUNCIL

8. The Council shall consist of not more than (20) members any three of them shall form a quorum.

9. The first members of the Council shall be the following:-

POWERS OF COUNCIL.

10. Subject to the Powers hereinafter given by Articles 14 to the said Miss C.M. Mason and any nominee of hers acting as Principal, the affairs of the Association shall be managed by

the Council, who may exercise all such powers of the Association as are not by the Companies (Consolidation) Act 1908, required to be exercised by the Association in general meeting, subject nevertheless to any regulations of the Articles, the provisions of the said Act, and to such regulations not being inconsistent with the aforesaid provisions and regulations as may be prescribed by the Association in general meeting.

2. 11. The Council may delegate any of their powers to the said Miss C.M. Mason or to any person occupying the position of Principal of the Association.

MEMBERSHIP.

12. Members shall be of two classes: (1) Annual Members and (2) Life Members.

Annual Members shall consist of persons paying an annual subscription of £ to the funds of the Association.

Life Members shall consist of persons contributing a sum of not less than £ to the funds of the Association.

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THE PRINCIPAL.

13. The educational working of the Association shall be managed by a Principal acting under the directions of the Council.

14. (a) The said Miss C.M. Mason shall be the first Principal of the Association and shall remain Principal until she resigns the office or dies, and while she retains the said office she shall have authority to exercise all the powers, authorities and discretions by these Articles expressed to be vested in the Council generally, and in particular she shall have a supreme control in all matters affecting the educational working of the Association and in the choice, appointment and dismissal of all the Members of the teaching staff and any other employees of the Association.

(b) The said C.M. Mason whilst she holds the office of Principal may from time to time and at any time appoint any person or persons to be a member or members of the Council.

(c) If the said Miss C.M. Mason shall resign the office of Principal she shall have power from time to time as occasion shall arise by writing to appoint a Principal in her place with the same powers as if she were exercising the power of appointment by will given her by clause (d) of this Article.

(d) If the said Miss C.M. Mason dies whilst still holding the office of Principal she may by her Will or any Codicil thereto appoint any person to be Principal in her place and direct and determine what shall be the powers authorities and discretions of such principal.

15. The remuneration of the Principal shall be as follows:-

(a) A salary of £250 per annum payable quarterly to the Principal as such.

(b) A salary of £150 per annum payable to the said Principal so long as she shall conduct the business known as "The Parents Union School" in respect of such management.

also payable quarterly.

(c) Free board and residence at the educational premises of the Association.

16. If the person conducting the business known as "The Parents Union School" shall not be the Principal for the time being such person shall be entitled by way of remuneration to a salary of £150 per annum payable quarterly and a free board and residence at the educational premises of the Association.

GENERAL MEETINGS.

17. An annual general meeting shall be held once in every year at such time and place as the Council may from time to time prescribe, and if no time or place is so prescribed then on the first (Wednesday) in (March) at the registered office of the Association.

18. The above mentioned General Meeting shall be called ordinary meetings and all other general meetings shall be called extraordinary.

19. The Council may, whenever they think fit, and they shall upon a requisition made in writing by any (ten) members convene an extraordinary general meeting.

20. Any requisition made by members shall express the object of the meeting proposed to be called, and shall be left at the registered office of the Association.

21. Upon the receipt of such requisition the Council shall forthwith proceed to convene a general meeting; if they do not proceed to convene the same within twenty-one days from the date of the requisition, the requisitionists may themselves convene a meeting.

22. At least ten days before every meeting notice thereof specifying the place, the day, and the hour of meeting, and, in the case of special business, the general nature of such business, shall be given to the members in manner hereinafter mentioned, or in such other manner, if any, as may be prescribed by the Association in general meeting; but the

non-receipt of such notice by any member shall not invalidate the proceedings at any general meeting.

PROCEEDINGS AT GENERAL MEETINGS.

23. All business shall be deemed special that is transacted at an extraordinary meeting, and all that is transacted at an ordinary meeting, with the exception of the consideration of the accounts and balance sheets, and the ordinary report of the Council.
24. No business shall be transacted at any meeting unless a quorum of not less than (five) members is present at the commencement of such business.
25. If within half-an-hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the following week, at the same time and place, and if at such adjourned meeting a quorum is not present it shall be

adjourned sine die.

26. The members present at any general meeting shall choose some one of their number to be chairman of such meeting.

27. The chairman may, with the consent of the meeting, adjourn any meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

28. At any general meeting a declaration by the chairman that a resolution has been carried, and an entry to that effect in the book of proceedings of the Association shall be conclusive evidence of the fact.

29. Every member shall have one vote and no more. All votes shall be given personally.

ACCOUNTS.

30. The Council shall cause true accounts to be kept of

all sums of money received and expended by the Association and of the matters in respect of which such receipts and expenditure takes place, and of all the property, credits, and liabilities of the Association.

31. Subject to any restrictions that may be imposed by the Council from time to time as to the time and manner of inspecting the same, all the books of account of the Association shall be open to the inspection of any member between the hours of and on every week day.

32. The Council shall at every ordinary general meeting lay before the Association a statement of the income and expenditure of the Association during the preceding year, and also a balance sheet covering the same period, together with a report of the Council as to the state and progress of the Association.

33. A copy of such statement balance sheet and report shall be sent to every member at least (seven) days before the

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ordinary general meeting.

AUDITORS.

34. The Association shall, at every ordinary general meeting appoint one or more auditors to hold office for the ensuing year, and shall fix the remuneration (if any) to be paid for their services. No member of the Council shall be capable of acting as an auditor.

35. Any casual vacancy in the office of auditor may be filled up by the Council, *but while any such vacancy continues* any continuing auditors or auditor may act.

36. Every Auditor of the Association shall have a right of access at all times to the books and accounts and vouchers of the Association, and shall be entitled to require from the honorary and other officers of the Association such information and explanation as may be necessary for the performance of the duties of the auditors. The auditors shall sign a certificate at the foot of the balance sheet stating whether or not all their

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requirements as auditors have been complied with, and shall make a report to the governors and members on the accounts examined by them, and on every balance sheet laid before the Association in general meeting during their tenure of office and in every such report the auditors shall state whether, in their opinion the balance sheet referred to in their report is properly drawn up so as to exhibit a correct view of the state of the Association's affairs as shown by the books of the Association; and such report shall be read before the Association in general meeting.

NOTICES.

37. A notice may be served by the Association upon any member either personally or by sending it through the post in a prepaid letter addressed to such member at his registered place of abode.

38. Any notice, if served by post, shall be deemed to have been served at the time the letter containing the same

14.

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would be delivered in the ordinary course of post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed, prepaid, and posted.

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

- 1.
- 2.
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- 6.
- 7.

DATED day of 19

WITNESS to the above signatures.